Case 1:07-cv-06156-LAP Document 5-3 Filed 10/22/2007 Page 2 of 3 Agreement, effective this 12 day of 1164 , 2005 by and between Local U

Agreement, effective this 12 day of 1154, 2005 by and between Local Union 14-14B and Local Union 15, 15A, 15C and 15D, International Union of Operating Engineers, AFL-CIO ("the UNION") and Namow The 34-22 Grant But Elaphuist NV 11373 ("the EMPLOYER").

WHEREAS, the parties hereto acknowledge that there are presently Collective Bargaining Agreements between the Union and the Cement League, the General Contractors Association of New York, the Contractors Association of Greater New York, the Building Contractors Association, Allied Building Metal Industries, Inc., the Long Island Contractors Association, the Construction Industry Council of Westchester and Hudson Valley, the Associated Brick Mason Contractors of Greater New York, the Association of New York City Concrete Producers, Inc. and the Asbestos Abatement Contractors Association, dated for the period July 1, 2002 to June 30, 2006. In addition, the EMPLOYER recognizes there are or will be certain amendments, extensions and renewals to the various Association Agreements (hereinafter referred to as the "Association Collective Bargaining Agreements") to be negotiated on behalf of the Employer by the various Employer Associations; and WHEREAS, the Employer acknowledges receipt of a copy of each of the Association Collective Bargaining Agreements; and WHEREAS, the Employer performs work from time to time which is covered by all or some of the above-mentioned Agreements and recognizes the Union as a source for the procurement of skilled workmen for the work described in the applicable Association Collective Bargaining Agreement.

NOW, THEREFORE, the parties agree as follows:

- The Employer is bound to all of the terms and conditions as are applicable from time to time by the nature
 of the work performed for each of the Association Collective Bargaining Agreements which are
 incorporated herein by reference as if fully set forth in this Agreement, except as specifically set forth
 hereinafter in paragraphs "2" and "3".
- The grievance and arbitration procedure described in each Association Collective Bargaining Agreement shall not apply in this Agreement and the procedures shall be as follows:
 - Any complaint, dispute or difference arising out of this Agreement shall be referred to the Union Business Agent and a representative of the Employer for a job site meeting within three (3) days notice to them of the occurrence giving rise to such complaint, dispute or difference. If the matter is not resolved within seven (7) days of such meeting, then the aggricved party may submit the matter for arbitration to one (1) of the two (2) arbitrators named hereinafter. These arbitrators shall be Ben Falcigno and John Crotty.
- 3. The Employer agrees that the operation of Scissor-Lift Trucks is the jurisdiction of the Operating Engineers. Scissor-Lift Trucks used solely as scaffolds or welding platforms will not be manned by an Operating Engineer. Scissor-Lift Trucks used for hoisting any material will be manned by an Operating Engineer. Occasional use of a Scissor-Lift Truck is the jurisdiction of the Operating Engineers, and the computation of the time used as a hoisting machine will be agreed upon by both the Employer and the Business Agent.
- 4. The parties further agree to be bound to all the agreements and declarations of trusts, amendments and regulations, thereto, referenced in the applicable Association Collective Bargaining Agreements and to remitall contributions as set forth under the applicable Association Collective Bargaining Agreements and all amendments, renewals and/or extensions thereto, as adopted by the aforesaid Association and the aforesaid Local Union or their designated trustees.

- 5. The Employer agrees to be responsible for the payment of fringe benefit contributions on the stamps reported for each of the three (3) reporting periods which occur every year in March, July and November. Further, the Employer agrees that for every period in which an individual is reported as being employed as an Operating Engineer, the Employer shall be responsible for the payment of fringe benefit contributions for a minimum of forty (40) hours per week for every week in such period. This requirement shall apply to any and all individuals employed as Operating Engineers for any length of time during any given period, regardless of whether they are also employed by the Employer during such period in some other capacity and/or hold a different title with said Employer's company, including but not limited to owner, shareholder, officer, director, etc.
- 6. The Employer agrees that the applicable Association shall, on behalf of the Employer, negotiate successor Collective Bargaining Agreements, amendments, renewals and extensions of the applicable Collective Bargaining Agreements and the Employer agrees to be bound by any and all amendments, renewals and/or extensions of the above referenced Association Collective Bargaining Agreements unless and until this Agreement is properly terminated by either the Employer or the Union in accordance with the renewal and/or Termination Provisions of the applicable Association Collective Bargaining Agreements.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

Eluj Ori	Namow INC
Edwin L. Christian President and Acting Business Manager International Union of Operating Engineers,	Company Name
Gerand A. Riel	Address
Gerard A. Rich Recording Corresponding Secretary International Union of Operating Engineers, Local 14-14B	City, State, Zip Code
James T Callebra	718 424 6080 Telephone Number
James T. Callahan	
President and Business Manager International Union of Operating Engineers,	718424 6083
Local 15, 15A, 15C and 15D	Fax Number
Christ J Callch	Mara Carreno
Christopher J. Callahan	Signature of Officer(s)
Recording Corresponding Secretary	4
International Union of Operating Engineers,	1

KUND LAURINO FRES

Name and Title of Officer(s)

(PLEASE PRINT)

Local 15, 15A, 15C and 15D